

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RAY WEBB,

Plaintiff,

vs.

OFFICER J. ACKERMAN, OFFICER A.  
CAZAREZ, OFFICER T. DIAZ, OFFICER  
H. MOORE,

Defendants.

Case No.: CV13-09112 PLA

Honorable Paul L. Abrams,

**STIPULATED PROTECTIVE  
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is a likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles. The parties further acknowledge, as set forth in  
3 section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
4 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
5 that must be followed and the standards that will be applied when a party seeks  
6 permission from the court to file material under seal.

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9       B. GOOD CAUSE STATEMENT It appearing that information from the  
10 files of the Long Beach Police Department, requested by Plaintiff during discovery  
11 in this matter, is information for which special protection from public disclosure and  
12 from use for any purpose other than the prosecution of this action is warranted. Such  
13 confidential and proprietary materials and information consist of, among other  
14 things, confidential personal or financial information, information implicating  
15 privacy rights of 3rd parties, and information otherwise generally unavailable to the  
16 public, which may be privileged or otherwise protected from disclosure under state  
17 or federal statutes, court rules, case decisions, or common-law. Accordingly, to  
18 expedite the flow of information, to facilitate the prompt resolution of disputes over  
19 confidentiality of discovery materials, to adequately protect information the parties  
20 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
21 necessary uses of such material in preparation for and conduct of trial, to address  
22 their handling at the end of litigation, and serve the ends of justice, a protective  
23 order for such information is justified in this matter. It is the intent of the parties that  
24 information will not be designated as confidential for tactical reasons and that  
25 nothing be so designated without a good faith belief that it has been maintained in a  
26 confidential, non-public manner, and there is good cause why it should not be part  
27 of the public record of this case.  
28

2. DEFINITIONS

2.1 Action: this pending federal law suit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protections under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or as a consultant in this Action.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party, and includes support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and outside counsel of record (and their  
4 support staffs).

5 2.12 Producing Party: a party or non-party that produces Disclosure or  
6 Discovery Material in this action.

7 2.13 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as "CONFIDENTIAL."

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
14 from a Producing Party.

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16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.

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25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed the later of (1) dismissal of all claims and defenses in this Action with or  
 2 without prejudice; and (2) final judgment herein after the completion and exhaustion  
 3 of all appeals, rehearings, remands, trials, or reviews of this Action, including the  
 4 time limits for filing any motions or applications for extension of time pursuant to  
 5 applicable law.

## 6 7 5. DESIGNATING PROTECTED MATERIAL

### 8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection  
 10 under this Order must take care to limit any such designation to specific material  
 11 that qualifies under the appropriate standards. The Designating Party must designate  
 12 for protection only those parts of material, documents, items, or oral or written  
 13 communications that qualify so that other portions of the material, documents,  
 14 items, or communications for which protection is not warranted are not swept  
 15 unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 17 that are shown to be clearly unjustified or that have been made for an improper  
 18 purpose (e.g., to unnecessarily encumber the case development process or to impose  
 19 unnecessary expenses and burdens on other parties) may expose the Designating  
 20 Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it  
 22 designated for production do not qualify for protection, that Designating Party must  
 23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
 25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 27 under this Order must be clearly so designated before the material is disclosed or  
 28 produced.

1 Designation in conformity with this order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,  
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
4 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
5 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing  
7 Party must also clearly identify the protected portion(s) (e.g., by making appropriate  
8 markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and  
12 before the designation, all of the material made available for inspection shall be  
13 deemed "CONFIDENTIAL." After the inspecting party has identified the  
14 documents it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order. Then, before  
16 producing the specified documents, the Producing Party must affix the  
17 "CONFIDENTIAL legend" to each page the contains Protected Material. If only a  
18 portion or portions of the material in a page qualifies for protection, the Producing  
19 Party must also clearly identify the protected portion(s) (e.g., by making appropriate  
20 markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify the  
22 Disclosure or Discovery Material in the record, before the close of the deposition all  
23 protected testimony.

24 (c) for information produced in some form other than documentary and for  
25 any other tangible items, that the Producing Party affix in a prominent place on the  
26 exterior of the container or containers which the information is stored the legend  
27 "CONFIDENTIAL." If only a portion or portions of the information warrants  
28 protection, the Producing Party, to the extent practicable, shall identify the protected

1 portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Order.

## 8 9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under local rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to for the material in question the level of protection to which it is entitled  
21 under the Producing Party's designation until the Court rules on the challenge.

## 22 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, the  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
12 to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
28 not be permitted to keep any confidential information unless they sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may  
4 be separately bound by the court reporter and may not be disclosed to anyone except  
5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

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9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
10 IN OTHER LITIGATION

11 If a Party is served with a subpoena or court order issued in other litigation  
12 that compels disclosure any information or items designated in this Action as  
13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall  
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 issue in the other litigation that some or all of the material covered by the subpoena  
18 or order is subject to this Protective Order. Such notification shall include a copy of  
19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedure sought to be pursued  
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena or court order shall not produce any information designated in this  
24 action as “CONFIDENTIAL” before a determination by the court from which the  
25 subpoena or order issued, unless the Party has obtained the Designating Party’s  
26 permission. The Designating Party shall bear the burden and expense of seeking  
27 protection in that court of its confidential material and nothing in these provisions  
28 should be construed as authorizing or encouraging a Receiving Party in this Action

1 to disobey a lawful directive from another court.

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3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a Non-  
6 Party in this Action and designated as "CONFIDENTIAL." Such information  
7 produced by Non-Parties in connection with this litigation is protected by the  
8 remedies and relief provided by this Order. Nothing in these provisions should be  
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party's confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party's  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party  
15 that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the  
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this Court within 14  
23 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party's confidential information responsive to the discovery  
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
26 not produce any information in its possession or control that is subject to the  
27 confidentiality agreement with the Non-Party before a determination by the court.  
28 Absent a court order to the contrary, the Non-Party shall bear the burden and

1 expense of seeking protection in this court of its Protected Material.

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3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of this Order,  
10 and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

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13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
19 may be established in an e-discovery order provides for production without prior  
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), in so far as  
21 the parties reach an agreement on the effective disclosure of a communication or  
22 information covered by the attorney-client privilege or work product protection, the  
23 parties may incorporate their agreement in the stability protective order submitted to  
24 the court.

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26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in the Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; **good cause for the under seal filing must be shown.** If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public records unless otherwise instructed by the Court.

### 13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

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6 14. Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions.

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10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11  
12 DATED: April 22, 2016 LAW OFFICES OF ELLIOTT N. TIOMKIN


13  
14 By: /s/ ELLIOTT N. TIOMKIN  
15 ELLIOTT N. TIOMKIN, Esq.  
16 Attorney for Plaintiff

17 DATED: April 22, 2016 CHARLES PARKIN, City Attorney

18  
19 By: / s / Howard D. Russell  
20 HOWARD D. RUSSELL  
21 Deputy City Attorney  
22 Attorneys for Defendants  
23 OFFICER J. ACKERMAN  
24 OFFICER A. CAZARES  
25 OFFICER T. DIAZ  
26 OFFICER HARRISON MOORE

27  
28 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

29 DATED: April 26, 2016

  
\_\_\_\_\_  
HON. PAUL L. ABRAMS,  
United States Magistrate Judge

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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_[date] in the case of  
\_\_\_\_\_[insert formal name of the  
case and the number and initials assigned to it by the court]. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to do so comply could expose me to sanctions in  
punishment and the nature of contempt. I solemnly promise that will not disclose in  
any manner any information or item that is subject to the Stipulated Protective Order  
to any person or entity exceptions for compliance provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the Central  
District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_[print or type full  
name] of \_\_\_\_\_[print or type full address  
and telephone number} as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_